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THIS AGREEMENT entered into on this 14th day of May, 1973, by and between the CITY OF BRIDGETON in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "City", and CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #94, hereinafter referred to as "Association".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an Employer, the employees, the Association and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the employees of the Division of Police, in the Department of Fire and Police, excepting that this representation shall not extend to any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the aforesaid Division or any person employed on an hourly or part-time basis. The representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals together with their job title excluded from the bargaining unit in the Division.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Division of Police in the Department of Fire and Police, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials' purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

3. UNION SECURITY AND DUES CHECK OFF

The Employer agrees to deduct from the wages of any employee who is a member of the Association, all Association dues and initiation fees, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Contract; but may be withdrawn at any time by the filing of Notice of such withdrawal with the Director of Accounts and Controls of Employer or other proper disbursing officer. The filing of this Notice of Withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which Notice of Withdrawal is filed.

The Employer agrees to provide this service without charge to the Association.

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

4. VACATIONS

A. Vacation Period:

- (1) Vacations will, insofar as possible, be granted at time most desired by employees according to their seniority. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee shall give notice of vacation period at least two (2) weeks prior to commencement of same. A shorter notice period may be granted by the department head. An employee shall take the entire vacation period allotted to him consecutively and there shall be no division of vacation periods allotted without prior approval of the department head.
- (2) Eligibility: Employees shall receive the following paid vacations based upon their period of employment.

A. 90 days to 1 year - one (1) day for each month of employment retroactive to the date of hire.

B. 1 year to 5 years - 12 days.

C. 5 years to 10 years - 15 days.

D. 10 years to 15 years - 20 days.

E. 15 years to 20 years - 25 days.

F. 20 years or more - 30 days.

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed less than a full year shall receive a prorated vacation.

5. LIFE INSURANCE

The present life insurance plan will be continued during the term of this Agreement.

6. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days leave, which shall not be charged to sick leave.

B. The "immediate family" is defined as wife, husband, son, daughter, father, mother, brother or sister.

C. If death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.

D. "Other relatives" are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

7. VETERANS

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and Local laws.

8. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage, known as "Blue Shield" and the "Rider 'J'" addendum for the employee only. In the event that the employee elects to have full family coverage for his wife and/or dependent children, the employee shall be required to pay such additional premiums required, provided that City agrees that it will pay 1.5% of each employee's regular wages up to 40 hours for family hospitalization.

9. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for single day

or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for three (3) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the department head.

10. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

11. WORK ASSIGNMENTS

Employees shall perform any reasonable work assignments made by supervisors, irrespective of their job title, so long as they suffer no reduction in their rate of pay.

12. WAGES

City agrees to pay employees the following amounts for the calendar year 1973:

POLICE OFFICERS:

| | |
|----------------------------|-----------|
| First Year | \$ 7,973. |
| After completion of School | 8,223. |
| Second Year | 9,160. |
| Third Year | 9,385. |
| Fourth Year | 9,610. |
| Fifth Year | 10,048. |

POLICE SERGEANTS: 10,926.

POLICE OFFICER, ASSIGNED DETECTIVE: 10,900.

JUVENILE OFFICER: 8,223.

IDENTIFICATION OFFICER: 10,048.

SENIOR POLICE RECORDS CLERK: 10,048.

POLICE RADIO DISPATCHERS:

| | |
|-------------|---------|
| First Year | 7,973. |
| Second Year | 9,160. |
| Third Year | 9,385. |
| Fourth Year | 9,610. |
| Fifth Year | 10,048. |

City agrees to pay the following annual amounts for the calendar year 1974:

POLICE OFFICERS:

| | |
|----------------------------|-----------|
| First Year | \$ 8,723. |
| After completion of School | 8,973. |
| Second Year | 9,910. |
| Third Year | 10,135. |
| Fourth Year | 10,360. |
| Fifth Year | 10,798. |

POLICE SERGEANTS 11,676.

POLICE OFFICER, ASSIGNED DETECTIVE: 11,650.

JUVENILE OFFICER: 9,910.

IDENTIFICATION OFFICER: 10,798.

SENIOR POLICE RECORDS CLERK: 10,798.

POLICE RADIO DISPATCHERS:

| | |
|-------------|---------|
| First Year | 8,723. |
| Second Year | 9,910. |
| Third Year | 10,135. |
| Fourth Year | 10,360. |
| Fifth Year | 10,798. |

13. COST OF LIVING

It is stipulated and agreed that should the cost of living for Cumberland County, as determined by the United States Department of Labor, increase by more than 3%, during the year 1973, salaries of members of the Bridgeton Police Department shall be increased by that percent of increase less 3%,

in addition to the salary for 1974 set forth in this Agreement.

14. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Police Duty Manual adopted by the City of Bridgeton shall apply in all cases and for all matters not covered by this Agreement.

15. CIVIL SERVICE

The Contract is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

16. NEW JERSEY STATUTES RELATING TO POLICE

This Agreement is intended to comply with all New Jersey Statutes relating to police and police departments and in the event there is conflict, the New Jersey Statutes shall apply.

17. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Director of Police and Fire of the City of Bridgeton, who shall give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Police Department of the City of Bridgeton and upon being assured that said employment will not bring discredit on said Police Department.

18. BREACH OF CONTRACT EFFECT

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

19. SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate

mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violation of law.

20. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgton Division of Police employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreements which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

21. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

This Agreement shall be in effect until December 31, 1974, and thereafter, until modified.

Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above mentioned.

ATTEST:

CITY OF BRIDGETON

Arthur J. Carman
City Clerk

By: Edison H. Hume
Mayor

ATTEST:

CUMBERLAND COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL #94

Constance M. Turner
Secretary

By: Frank Pote
FRANK POTE, President

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